



FROM : THE CITY MANAGER'S OFFICE

RECOMMENDED ACTION: That the City Council approve the specifications for a tree trimming contract for power line clearing and authorize advertisement for bids thereon. The bid opening date has been set for September 26, 1989.

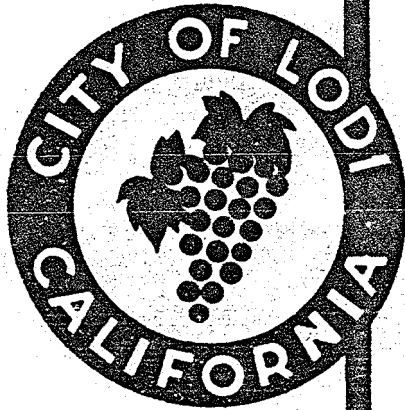
In order to maintain continuity in the line clearing program, the specifications have been prepared with an option to extend the agreement on a year-to-year basis, at the City's sole discretion, for a maximum of three (3) years.

Funding for the line clearing during the 1989-90 fiscal year period has been included in the Department's operating budget. Funding for extensions of the contract will be budgeted on a year-to-year basis.

Henry A. Zie

Henry J. Rice  
Electric Utility Director

C : Assist. Electric Utility Director  
Purchasing Officer



**CITY OF LODI**  
**ELECTRIC UTILITY DEPARTMENT**

CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

Specifications  
for  
TREE TRIMMING

EUD 89-10

September 1989

TREE TRIMMING  
EUD 89-10

TABLE OF CONTENTS  
FOR  
SPECIFICATIONS

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		Page No.
SECTION 1	NOTICE INVITING BIDS	1.1
SECTION 2	INFORMATION TO BIDDERS	2.1
SECTION 3	BID PROPOSAL	3.1
SECTION 4	CONTRACT	4.1
SECTION 5	GENERAL PROVISIONS	5.1
SECTION 6	SPECIAL PROVISIONS	6.1

CITY OF LODI, CALIFORNIA

Sealed proposals will be received by the Purchasing Officer, Lodi City Hall, 221 West Pine Street, Call Box 3006, Lodi, CA 95241-1910, until 11:00 a.m. on Tuesday, September 26, 1989. At this time, the proposals will be publicly opened and read in the Council Chambers, 305 West Pine Street, for performing the following described work.

The work consists of tree trimming for power line clearing in accordance with these specifications. The work area can be any area within city limits at the direction of the Electric Utility Director. The contract and contract price shall be in effect through fiscal year 1989-90, i.e. through June 30, 1990, unless otherwise terminated. This agreement may be renewed at City's option on a year-to-year basis for a maximum of three (3) additional years. Prices shall be mutually agreed upon prior to such renewal or extension.

The Contract shall begin work within ten (10) working days after the contract date, i.e. both parties have signed the contract.

In accordance with the provisions of Section 1770 to 1778 of the Labor Code of the State of California, the City of Lodi has ascertained that the general rate of per diem wages and wage rate for holidays and overtime applicable to the locality in which the work is to be one as set forth in Resolution No. 4222 of the City of Lodi, copies of which are on file in the office of the City Clerk.

The Contractor shall make travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements in accordance with Section 1773.8 of the Labor Code.

If a craft or classification used on the project is not shown on the wage determination, the Contractor may be required to pay the wage rate of that craft or classification most closely related to it, as shown in the general determinations.

The City of Lodi hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

For any moneys earned by the Contractor and withheld by the City of Lodi to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

The Contractor may be required to submit copies of payroll records.

The contract documents are available at the office of the Electric Utility Director, 221 West Fine Street, Call Box 3006, Lodi, California 95241-1910, telephone (209) 333-6762.

No bid will be considered unless it is submitted on a proposal form furnished by the City of Lodi.

The prime contractor on this project shall possess a valid State of California Class C-61 or approved equal contractor's license.

The City Council reserves the right to reject any or all bids and to waive any irregularity in the completion of such forms.

By Order of the City Council

ALICE M. REIMCHE  
City Clerk

2.100 BID OPENING

The Purchasing Officer will receive sealed bids at Lodi City Hall, 221 West Pine Street, Lodi, California, 95240, until the time for opening bids as noted in the "Notice Inviting Bids." Bidders or their authorized agents are invited to be present.

The Proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Only Proposals actually received by the Purchasing Officer by the time set for the bid opening will be accepted.

2.200 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

The Bidder is required to examine carefully the site, Information to Bidders, Bid Proposal, Contract, General Provisions, Special Provisions and the plans for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the General Provisions, the Special Provisions and the Contract. It is mutually agreed that submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination.

2.300 REGISTRATION OF CONTRACTORS

Before submitting bids, contractors shall be licensed in California in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.

2.400 PROPOSAL FORM

All proposals must be made on the forms provided with this set of specifications. All proposals must be signed by the Bidder, and other appropriate information provided.

2.500 REJECTION OF PROPOSALS CONTAINING ALTERATIONS,  
ERASURES OR IRREGULARITIES

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

The right is reserved to reject any and all proposals.

## 2.600 BIDDER'S GUARANTEE

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Lodi, for an amount equal to 52,500, and no bid shall be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded, except for those bid guarantees of bidders who may be given further consideration **if** the low bidder does not elect to execute the contract. After the award, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract.

## 2.700 DESIGNATION OF THE SUBCONTRACTOR

Any subcontractor doing work in excess of one-half of one percent (1/2%) of the total contract price shall be designated on the form provided in accordance with Section 4100, et. seq., of the Government Code.

## 2.800 AWARD OF CONTRACT

The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose bid proposal complies with all the requirements described.

Where alternate bids are received, the City Council reserves the right to select the bid most advantageous to the City. The award, if made, will be made within thirty (30) days after the opening of the bids.

## 2.900 EXECUTION OF CONTRACT

The contract shall be signed by the successful Bidder and returned, together with the contract bond, within ten (10) working days, after the Bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file an acceptable bond as provided herein within ten (10) working days, after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal deposit.



#### 2.1000 CONTRACT BONDS

The Contractor shall furnish one good and sufficient faithful performance bond in the amount equal to \$20,000.

This bond will be required at the time the signed contract is returned to the City.

#### 2.1100 NOTIFICATION OF SURETY COMPANIES

The surety companies shall familiarize themselves with all the provisions and conditions of the contract. It is understood and agreed that they waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time or any other act or acts by the City of Lodi or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this contract.

#### 2.1200 INSURANCE CERTIFICATE

The Contractor shall furnish a certificate of insurance to the City of Lodi in accordance with Section 5.413, "Public Liability and Property Damage Insurance", and Section 5.414, "Compensation Insurance", of the General Provisions at the time the signed contract is returned to the City.

#### 2.1300 WORKER'S COMPENSATION INSURANCE

The Contractor shall carry full Worker's compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Worker's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof.

#### 2.1400 BID EVALUATION

The lowest responsible bidder will be determined, as follows:

- a. Contract price for bid evaluation purposes will be 90% of the hourly bid price for a "Backyard Crew" plus 10% of the hourly bid price for a "Street Crew." Note, the crew bid price to be all inclusive, i.e. labor, overheads, supervision, equipment, disposal costs, fees, licenses, etc., all to be included;

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and consideration given to

- b. the ability, capacity, skill, character, integrity, reputation, experience and efficiency of the bidder;

and

- c. the quality and condition of the equipment and tools to be provided by the bidder.

#### 2.1500 REFERENCES

The bidder shall submit with his bid at least three (3) references indicating contact people in other electric utilities for whom the bidder has performed line clearing work within the past two (2) years.

#### 2.1600 EQUIPMENT REVIEW

The City reserves the right to review/inspect the equipment the bidder intends to use during the execution of this contract as well as the contractor's equipment fleet in general.

#### 2.1700 CONTRACT EXTENSION

The contract and contract price shall be in effect through fiscal year 1989-90, i.e. through June 30, 1990. This agreement may be renewed at City's option on a year-to-year basis for a maximum of three (3) additional years. The maximum escalation in contract price beginning with and in effect through a fiscal year period shall be the percentage increase/decrease in salary obtained by the electric unit represented by IBEW in the preceding fiscal year.

TREE TRIMMING  
EUD 89-10

SECTION 3  
BID PROPOSAL

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CITY OF LODI, CALIFORNIA

Date: October 1988

To the Lodi City Council  
Lodi City Hall  
221 West Pine Street  
Call Box 3006  
Lodi, CA 95241-1910

The undersigned declares that he/she has carefully examined Information to Bidders, Contract, General Provisions, Special Provisions and the area of the above-named project and submits this schedule of prices for the items of his/her bid.

If awarded the Contract, the undersigned agrees to furnish all labor and equipment necessary to complete said work for this project in strict accordance with the Plans, Information to Bidders, General Provisions, Special Provisions and Contract form adopted for the same and the requirements under them of the Electric Utility Director, and will take in full payment therefor the following unit and total prices, to-wit:

TREE TRIMMING  
EUD 89-10

BID ITEMS

UNIT	DESCRIPTION	PRICE PER HOUR
1	'Backyard Crew' *	\$ _____
1	'Street Crew' *	\$ _____

\*Including labor, overheads, supervision  
equipment, disposal costs, fees, licenses, etc.

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The following *bid items* will be used to compensate for emergency  
after-hours work and to evaluate 'Downtime.'

UNIT	DESCRIPTION	PRICE PER HOUR STRAIGHT TIME
1	Helper/Groundman	\$ _____/hr.
1	Tree Trimmer	\$ _____/hr.
1	Crew Leader	\$ _____/hr.
1	Chipper	\$ _____/hr.
1	Dump Truck	\$ _____/hr.
1	Aerial boom with dump truck	\$ _____/hr.
	Percent to be added to above labor rate; for overhead	_____ %
	Percent to be added to above labor rates for overtime including overhead	_____ %

TREE TRIMMING  
EUD 89-10

The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract, one good and sufficient bond will be furnished in the amount equal to 520,000.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded, except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract. Accompanying this Bid Proposal is (insert the words "Cash," "Certified Check," "Cashier's Check," or "Bidder's Bond," as the case may be) payable to the City of Lodi in the amount of \$2,500, which is to be deposited with the City of Lodi as required.

The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within ten (10) working days after receiving the contract for signature, the proceeds of the deposit accompanying the bid shall become the property of the City of Lodi, California, and this Bid Proposal and the acceptance thereof may be considered null and void. However, if the undersigned shall execute the contract and furnish the bonds required within the time aforesaid, the deposit shall be returned forthwith.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in

TREE TIMMING  
EUC 89-16

this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent (1/2%) of the total amount of this bid. The undersigned agrees that any portions of the work in excess of one-half of one percent (1/2%) of the total amount of this bid and for which no subcontractor is designated herein, will be performed by the undersigned.

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Description of Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Undersigned is licensed in accordance with the laws of the State of California, License No. \_\_\_\_\_, Classification \_\_\_\_\_.

Federal Contractor/Employer I.D. No. \_\_\_\_\_

Bidder \_\_\_\_\_ Dated : \_\_\_\_\_, 19\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

TYPE OF ORGANIZATION  
individual, Partnership or Corporation

(Affix corporate seal if  
Corporation)

Address \_\_\_\_\_

\_\_\_\_\_  
(\_\_\_\_\_) Telephone \_\_\_\_\_

CITY OF LODI, CALIFORNIA

THIS CONTRACT made on \_\_\_\_\_ 1989 by and between the City of Lodi, State of California, herein referred to as the "City," and \_\_\_\_\_, herein referred to as the "Contractor."

W I T N E S S E T H:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract  
Contract Bond

The July 1984 Edition  
Standard Specifications,  
State of California  
Business and Transportation  
Agency  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, and Contractor agrees with the City, at Contractor's cost and expense, to furnish all labor, equipment and disposal necessary to perform the services (line clearing) in a good workmanlike manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

TREE TRIMMING  
EUD 89-10

ARTICLE III - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or **be** encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Electric Utility Director under them, to-wit:



TREE TRIMMING  
EUD 89-10

BID ITEMS

UNIT	DESCRIPTION	PRICE PER HOUR
1	'Backyard Crew' *	\$ _____
1	'Street Crew' *	\$ _____

\*Including labor, overheads, supervision  
equipment, disposal costs, fees, licenses, etc.

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The following **bid** items will be used to compensate for emergency after-hours  
work and to evaluate 'Downtime.'

UNIT	DESCRIPTION	PRICE PER HOUR STRAIGHT TIME
1	Helper/Groundman	\$ _____
1	Tree Trimmer	\$ _____
1	Crew Leader	\$ _____
1	Chipper	\$ _____
1	Dump Truck	\$ _____
1	Aerial boom with dump truck	\$ _____
	Percent to be added to above labor rates for overhead	_____ %
	Percent to be added to above labor rates for overtime including overhead	_____ %

TREE TRIMMING  
EUD 89-10

ARTICLE IV - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI - The Contractor agrees to commence work pursuant to this contract within ten (10) working days from the date of execution of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

ASPLUNDH TREE EXPERT CO.

CITY OF LODI

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

5.100 SCOPE OF WORK

5.101 Work to be Done The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools and machinery, except as otherwise specified, which are necessary and required to construct and complete the work designated in these specifications and improvement plans, and to leave the grounds in a neat condition.

5.102 Alterations By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increases or decreases, and additions or omissions in the plans and specifications may be made and the same shall in no way affect or make void the contract.

The City of Lodi reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Electric Utility Director.

5.103 (deleted)

5.104 Cleaning Up The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Electric Utility Director shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

The Contractor shall remove and dispose of all trees designated by the Electric Utility Director as obstructions to the proper completion of the work.

Upon completion and before making application for final acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by Contractor in connection with the work of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition, acceptable to the Electric Utility Director.

5.200 CONTROL OF WORK

5.201 Authority of the Electric Utility Director

The Electric Utility Director shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation.

The Electric Utility Director's decision shall be final. The Electric Utility Director shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

5.202 (deleted)

5.203 (deleted)

5.204 Coordination of Specifications The specifications including all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work.

Special Provisions shall govern over General Provisions.

5.205 Interpretation of Specifications Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications, the Contractor shall apply to the Electric Utility Director for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the contract documents, reference shall be made to the Electric Utility Director, whose decision thereon shall be final.

5.206 Order of Work When required by the Special Provisions, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5.207 Specifications on Job Site A complete, approved set of specifications and change orders shall be kept on the job site and available at all times. Non-availability shall be deemed a cause for temporary suspension of work.

5.208            Superintendence            Before starting work, the Contractor shall designate in writing an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Electric Utility Director shall be made for any emergency work which may be required.

Whenever the Contractor or Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Electric Utility Director, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

Any order given by the Electric Utility Director not otherwise required by the specifications to be in writing, will, on request of the Contractor, be given or confirmed in writing.

5.209    (deleted)

5.210            Inspection            The Electric Utility Director shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the workmanship are in accordance with the requirements and intentions of the specifications and the General Provisions. All work done and services furnished shall be subject to the Electric Utility Director's inspection.

Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Electric Utility Director so that proper inspection may be provided.

The inspection of the work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Work not meeting such requirements shall be made good, and unsuitable work may be rejected, notwithstanding that such work have been previously inspected by the Electric Utility Director or that payment therefor has been included in a progress estimate.

5.211            Removal of Defective and Unauthorized Work            All work which is defective or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

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Upon failure on the part of the Contractor to comply forthwith with any order of the Electric Utility Director made under the provisions of this section, the Electric Utility Director shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the costs thereof from any moneys due or to become due to the Contractor.

5.212 Final Inspection Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleaning up performed, and the Electric Utility Director notified in writing, the Electric Utility Director will make the final inspection.

5.300 CONTROL OF MATERIALS (deleted)

5.400 LEGAL RELATIONS AND RESPONSIBILITIES

5.401 Laws to be Observed The Contractor shall keep him/herself fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City of Los Angeles which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

5.402 Labor Discrimination Attention is directed to Section 1735 of the Labor Code which reads as follows:

1735. No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 1420, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

5.403 Permits and Licenses Except as otherwise provided, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

5.404 Contractor's Licensing Laws Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

5.405 Patents The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

5.406 Safety Provisions The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

5.407 Public Convenience and Safety The Contractor shall so conduct the operation as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the Special Provisions to be used as detours, a?? traffic shall be permitted to pass through the work.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses and buildings along the road or street shall be maintained and temporary crossing shall be provided and maintained to good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the City Engineer.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, signs and flag persons as are necessary to give adequate warning to the public at all times that the road or street is obstructed and of any dangerous conditions to be encountered as a result thereof, and shall also erect and maintain such warning and directional signs as may be furnished by the City.

Signs, lights, flags and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways," issued by the State of California Department of Transportation. Copies of this manual are on file with the Public Works Department.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for doing the above-mentioned work shall be included in the price paid for the various contract items of work, and no additional compensation will be allowed therefor.

5.408 Preservation of Property The Contractor shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees, shrubs and other plants that are not to be trimmed and/or removed.

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Trees, shrubs and other plants that are not to be trimmed or removed, and pole lines, fences, signs, markers and monuments, buildings and structures, and any other above ground improvements or facilities and all underground facilities shown on the plans or brought to the Contractor's attention during the contract, within or adjacent to the highway, shall be protected from injury or damage; and if ordered by the Electric Utility Director, the Contractor shall provide and install suitable safeguards, approved by the Electric Utility Director, to protect such objects from injury or damage. Such objects injured or damaged by reason of the Contractor's operations shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract. The Electric Utility Director may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5.409 Responsibility for Damage The City of Lodi, the City Council, all officers and employees or agent shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance.

The contractor shall indemnify and save harmless the City of Lodi, the City Council, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

5.410 Contractor's Responsibility for Work Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work.



The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expenses thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

5.411 No Personal Liability Neither the City Council, the Electric Utility Director, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under the contract.

5.412 Responsibility of City The City of Lodi shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

5.413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

i. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury - Ea. Occurrence/Aggregate

\$1,000,000 Property Damage - Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City.

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be cancelled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, Call Box 3006, Lodi, CA 95241-1910.

5.414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be cancelled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, Call Box 3006, Lodi, CA 95241-1910.

5.415 Guarantee and Warranty (Modified) **If**, in the opinion of the Electric Utility Director, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required. If the Contractor cannot be contacted or does not comply with the Electric Utility Director's request for correction within a reasonable time as determined by the Electric Utility Director, the City may, notwithstanding the provisions of this section, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this section or elsewhere in this contract.

This section does not in any way limit the guarantee on any items for which longer guarantee is specified nor on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defects, fraud or implied warranties.

5.416 Cooperation Should construction be underway by other agencies or by other contractors within or adjacent to the limits for the work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Contractor shall schedule and coordinate the work with the other contractors and agencies so there is the least amount of conflict during all phases of construction. The Contractor is also responsible for making all necessary agreements with other contractors as required during construction.

#### 5.500 PROSECUTION AND PROGRESS

5.501 Subcontracting The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under control.

Subcontractor will not be recognized as such and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject, to the provisions of the contract and specifications.

Where a portion of the work subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Electric Utility Director, the subcontractor shall be removed immediately on the requisition of the Electric Utility Director and shall not again be employed on the work.

5.502 Assignment The performance of the contract may not be assigned, except upon written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor or Contractor's surety of their responsibilities under the contract, nor will the City consent to any assignment of a part of the work under the contract.

5.503 (deleted)

5.504 !deleted)

5.505 Character of Work Personnel If any subcontractor or person employed by the Contractor fails or refuses to carry out the directions of the Electric Utility Director or appears to the Electric Utility Director to be incompetent or to act in a disorderly or improper manner, that person shall be discharged immediately on the requisition of the Electric Utility Director, and such person shall not again be employed on the work.

5.506 Temporary Suspension of Work The Electric Utility Director shall have the authority to suspend the work wholly or in part, for such period as Electric Utility Director may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as Electric Utility Director may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately obey such order of the Electric Utility Director and shall not resume the work until ordered in writing by the Electric Utility Director.

In the event that suspension of work is ordered as provided above, and should such suspension be ordered **by** reason of the failure of the Contractor to carry out orders or to perform any provision of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work which, in the sole opinion of the Electric Utility Director could have been performed prior to the occurrence of such unsuitable weather conditions had the Contractor diligently prosecuted the **work** when weather conditions were suitable; the Contractor, at Contractor's expense, shall do all the work necessary to provide a safe, smooth and unobstructed passageway through construction for use by public traffic during the period of such suspension as provided in Section 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," of the Standard Specifications, and as provided in the Contract Specifications. In the event that the Contractor fails to perform the work above specified, the City may perform such work and the cost thereof will be deducted from moneys due or to become due the Contractor.

5.507 (deleted)

5.508 Termination of Contract Failure to prosecute the work diligently is grounds *for* termination of the Contractor's control over the work by the City of Lodi as provided in Section 14394 of the Government code of the State of California.

5.509 Right-of-Way The necessary rights-of-way and easements for the work will be provided by the City of Lodi. The Contractor shall make arrangements and pay all expenses for addition<sup>61</sup> area required by Contractor outside of the limits of right-of-way, unless otherwise provided in the Special Provisions.

#### 5.000 MEASUREMENT, ACCEPTANCE AND PAYMENT

5.601 Payment The City of Lodi shall pay the Contractor monthly upon presentation of invoice delineating all work performed the previous month. Payment for work performed the last month of this contract will be made per Section 5.603 and 5.606.

5.602 Substitution of Securities for Withheld Amount Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

5.603 Final Acceptance of the Work The Contractor will **notify** the Electric Utility Director in writing of the completion. The Electric Utility Director will check as to the actual completion, and when satisfied will recommend acceptance to the City Council. The date of completion will be the **date** of acceptance of the work by the City Council.

5.604 (deleted)

5.605 Claims for Damages If the Contractor shall claim compensation for any damage sustained by reason of the acts of the City or its agents, contractor shall, within five days after sustaining of such damage, make to the Electric Utility Director a written statement of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Electric Utility Director an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, claims for compensation shall be forfeited and invalidated and Contractor shall not be entitled to consideration of payment on account of any such damage.

5.606 Final Payment The Electric Utility Director shall, after the satisfactory completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the City of Lodi shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 30 days after filing of notice of completion provided no liens have been filed.

It is mutually agreed between the parties to the contract that any payments made under the contract, except the final payment, shall not be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the City of Lodi, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Lodi, the City Council, and all officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

#### 5.700 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details of the specifications entitled, "State of California, Business and Transportation Agency, Department of Transportation, Standard Specifications, January 1988," insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications and in accordance with the following Special Provisions.

Whenever in the contract documents or the Standard Specifications the term "State" is used, it shall be understood to mean and refer to the City of Lodi.

Other items appearing in the Standard Specifications, the General Provisions, and the Special Provisions, shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

6.01 Description of Work The work consists of line clearing (tree trimming) for subtransmission, distribution and secondary circuits including overhead services within city limits at the direction of the Electric Utility Director. Distribution circuits shall be cleared a minimum of six (6) feet. This agreement may be renewed at City's option on a year-to-year basis for a maximum of three (3) additional years. Prices shall be mutually agreed upon prior to such renewal or extension (see Section 2.1700 for detail).

6.02 Control of Material

- a. Wood Wood shall be cut into lengths easily manageable by one person in order to prevent injury when lifting.
- b. Residents Right to Wood The resident on whose property the tree(s) is growing shall have first choice over any wood collected from such trees.
- c. Disposal Contractor to dispose of all material generated as a result of work performed, provided conditions described in 6.01 (b) do not apply.

Disposal of material shall be at the Sanitary City Disposal Co., Inc.'s transfer station located at Turner Road and Cluff Avenue. All fees associated with disposal shall be borne by the contractor. Weigh slip for each disposal shall be submitted to the Electric Utility Director.

0.03 Guaranty and Warranty The Contractor shall guaranty and warrant all tools and equipment supplied as being fit for the purpose intended. The Contractor shall guaranty and warrant all work performed as having been accomplished in a proper and workmanlike manner.

The City is hereby authorized to perform additional trimming work if the Contractor fails to make or undertake with due diligence the aforesaid additional trimming work within (10) days after he is given written notice of such unsatisfactory work provided, however, that in case of emergency where, in the opinion of the Engineer of Work, providing a reasonable attempt has been made to, notify the Contractor, delay would cause serious loss or damages, or a serious hazard to the public, the additional trimming may be performed or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire cost thereof. At the completion of the work, the Faithful Performance Bond may be reduced at the discretion of the Lodi City Council to not less than ten (10) percent of the contract price to cover said guarantee.

6.04 Coordination of Work The Contractor shall be responsible for coordinating all activity with the Electric Utility Director. Scheduled work shall be performed during normal working hours, 7:00 a.m. to 3:30 p.m., Monday through Friday. The Electric Utility Director shall have the authority to change the hours of work to meet the needs of the City. Work will be performed on an as-needed basis as determined by the Electric Utility Director.

6.05 Emergency Work Emergency call-out work shall be coordinated between Contractor and Electric Utility Director on a verbal authorization basis.

The Electric Utility Director reserves the right to furnish such staff, equipment, tools and materials required as is deemed expedient, and the Contractor shall have no claim for payment on the cost of such items. All emergency work shall be reported daily upon separate report sheets, furnished to the Electric Utility Director and signed by both parties. These reports shall thereafter be considered the true record of emergency work done.

6.06 Temporary Suspension The Contractor shall have the authority to suspend the work wholly or in part, for such a period as he may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work.

6.07 Beginning Work Contractor shall respond to work requests from the Electric Utility Director within five (5) days.

6.08 Work Center Contractor shall establish a work center in a centralized location of the work area as a base for daily operations.

6.09 Parking The City may, at its option, make available to Contractor arrangements for parking on City premises, in aid of performance of this contract. Contractor shall hold City harmless and shall indemnify City for any and all damages arising from or related to such parking arrangements.

6.10 Crews and Equipment

- a. 'Backyard Crew' consisting of crew leader, trimmer and groundman/helper equipped with chipper, dump truck and incidental power and hand tools.
- b. 'Street Crew' consisting of two or three-person crew per discretion of Contractor and equipped with chipper, insulated aerial boom with dump body and incidental power and hand tools.



6.11 Billing and Payment The Contractor shall submit one invoice for payment to the Electric Utility Director for all work performed during the previous month. The invoice shall indicate the type of work completed, type of species of tree(s), quantities, location(s), dates work accomplished, and crew hours, i.e. 'Backyard Crew' and/or 'Street Crew.'

Payment will be made after approval of the invoice by the Electric Utility director and will be based on hours worked by either crew configuration times the respective bid prices per hour per crew. Such payment shall be all inclusive and no additional payment will be made for such items as supervision, disposal of material, disposal fees, other fees or licenses, etc. Computation of hours worked shall be computed to the nearest quarter (1/4) hour. Down time as a result of equipment failure will be subtracted from the above payment and be based on hourly rates quoted for both equipment and personnel involved.

6.12 Termination of Contract This contract can be terminated at any time by the Electric Utility Director at his sole discretion.

6.13 Safety American National Standard ANSI 2133.1-1982 for tree care operations - pruning, trimming, repairing, maintaining, and removing trees, and cutting brush - safety requirements is made a part of these Standard Tree Trimming Specifications.

6.14 General Objectives Prune trees to accomplish the following: to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached, which have vertical spacing from 18 to 48 inches and radial orientation so as not to overlay on another; to eliminate diseased or damaged growth; to eliminate narrow V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance; to balance crown with roots (same instructions are in force when clearing electrical energized lines). Evergreen trees should be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees should be done during the dormant season. Damaged trees, or those that constitute health or safety hazards, should be pruned at any time of the year as required. All pruning cuts should be made to lateral branches or flush with the trunk. Under no circumstance should "stubbing" ever be performed.

#### 6.15 Pruning Categories

- a. Thinning and shaping - all trees are to be pruned to follow the natural growth of the tree.
- b. Height reduction - prune top growth to reduce overall height of tree by approximately 20%, but no lower than 15 feet, except where necessary to maintain adequate clearance from energized lines. Does not include changing the scaffolding structure of the tree.

6.16 Tree Pruning and Removal Requirements The instructions defined herein are the City's standards for clearing of lines and provide details and directions to the Contractor. The Contractor shall perform the following services in a professional workmanship like manner consistent with all appropriate rules of safety.

- a. **Follow** the shape suggested by the natural growth habits of each tree species.
- b. Cut the laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting dead material to be easily cleaned out and light to show through the head. Tree foliage shall not be reduced by more than 20%.
- c. To encourage new growth in older trees, open the 'Interior by removal of large old inner wood. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral which is large enough to assume leadership.
- d. The drop crotch method of pruning shall be used to reduce the height or spread of a tree in conjunction with thinning cuts.
- e. All limbs, one inch in diameter or over, shall be undercut to avoid splitting. Where there is a chance of the bark tearing at the crotch, remove large limbs with the crotch. The undercut should be at least one-third of the diameter. Make the second one to three inches further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wood by callous growth and evenly flush to the remaining wood. Cuts shall not be made so large that they will prevent normal sap flow.

- f. On trees known to be diseased, pruning tools as well as cut surfaces shall be disinfected with a ten percent (10%) chlorine bleach solution or sterilant after each cut and between trees where there is danger of transmitting the disease on tools.
- g. Pruning with hand pruners will be permitted. small limbs, including suckers and water spouts, shall be cut close to the trunk or branch from which they arise.
- h. All cut branches three and one-half inches or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropped limbs shall be repaired promptly at the Contractor's expense and to the satisfaction of the Electrical Utility Director.
- i. Pruning around high voltage distribution and transmission lines shall be done by a certified and qualified line clearance tree trimmer.
- j. Do not spray any cuts.
- k. All trees to be completely removed shall be cut to grade.
- l. Remove all loose bark hanging in crotches of all Eucalyptus trees.

6.17 Property Owner Notification Property owners shall be notified a minimum of 24 hours prior to any trimming on their property. Door knob hangers may be used if contact cannot be made with the occupant of the property. Notification is not required for emergency call-out work.

6.18 City Notification The City of Lodi shall be notified 48 hours in advance in order to de-energize a line section.

The Contractor shall notify the System Operator daily of the work area for the day and shall obtain a no-test order on lines in the work area.

6.19 Emergency Work Emergency call-out work shall be coordinated between the Contractor and the Electric Utility Director on a verbal authorization basis.

6.20 Overtime Work Authorization for overtime work shall be obtained from the Electric Utility Director prior to commencing any overtime work.

6.21 Record Keeping A complete record of all tree work shall be submitted daily to the Electric Utility Director. Line clearance records will include type of tree work performed, date, species, type of crew, tools required, hours, location and any other information required by the Electric Utility Director. The Electric Utility Department will supply the Contractor with the record keeping forms.